TERMS AND CONDITIONS for the collection and disposal of sewage from a cesspool / septic tank by Bromsgrove District Council - March 2022/2023

Bromsgrove District Council
www.bromsgrove.gov.uk

When you book our service you accept these terms and conditions.

1. Sewage collection services under these Terms and Conditions shall be supplied in accordance with these Standard Terms and Conditions and any conditions expressed or implied which in any way add to, vary, modify or are in contradiction to these. Standard Conditions shall be excluded and not form part of this Agreement unless each of such conditions has been specifically agreed in writing by both parties.
2. The Customer shall allow Council employees access to the premises at all reasonable times to allow emptying, ascertaining the condition of the septic tank/cesspool and for any other purpose connected to the sewage collection service.
3. Access to the septic tank/cesspool shall be free from obstructions, vegetation and any other items that would impede access or may endanger the Councils employees. The Council reserves the right under Section 4 of the Health and Safety at Work Act 1974 to withdraw the service at any time if access is considered unsuitable.
4. The customer is required to ensure that access to the septic tank/cesspool is via a suitably constructed carriageway, drive or hard standing and is free of obstruction. The carriageway should have a minimum width of 3 metres along its length. If the driver is unable to park the collection vehicle in the required manner the Council reserves the right not to carry out the service.
5. Normal working hours are defined as: Monday to Thursday 7.00am - 4.00pm. Friday 7.00am - 3.00pm
6. Bromsgrove District Council does not warrant or guarantee that all Services listed or advertised may be available at all times. The Council reserves the right to amend or cancel your Appointment even after this has been confirmed and paid for due to circumstances beyond our control. The Council will not be held liable in these circumstances – but will endeavour to re-book your appointment, or where no alternative is possible, will repay any sums due.
7. Shared Tanks:
   Customers must designate a single point of contact for booking collections, and it is the responsibility of the householders to agree the emptying schedule and payment of invoice between them. If separate invoices are required all parties must sign a contract and agree. There will be a £15 admin charge per invoice.
8. Charges:
   Pre-Booked Customers (Customers that schedule multiple collections in advance) £136.50 per 4,500ltrs.
   On-Demand Customers (Ad-Hoc customers) £162.75 per 4,500ltrs.
   Additional Charges:
   Laying of pipes: 0-15 is free, 16-24 £52.20, 25+ is £84.00.
   Multiple Invoices: Split invoices incur a surcharge of £15 per additional invoice
   Emergency Appointment (within 48 hrs during standard working hours) - £78.75 (payment in advance)
   Emergency Appointment (out of hours) - £105 (payment in advance)
9. Payment:
   a). Pre Booked Service: within 28 days of receipt of an invoice. If an invoice remains unpaid for more than 28 days the account will be put on hold until full payment is received.
   b). On-Demand Services: Payment must be made in full at the point of booking (including shared tanks).
10. The Customer shall be liable for all charges under these Conditions, and the Council reserves the right to take legal action to recover such charges. Payment methods are detailed on the reverse of the invoice.
11. For Customers in receipt of Housing Benefit or Income Support a discount is available of 75% of the charge for emptying after the first two in any financial year i.e.1st April to 31st March. To obtain this concession, on receipt of your third and subsequent invoices you should present these invoices to the Customer Service Centre who will arrange for an amended invoice to be sent to you.
12. The Customer hereby indemnifies the Council and its employees against all actions, proceedings, claims, costs or expenses in respect of loss or damage to any real or personal property or injury to or death of any person caused by or arising directly or indirectly as a result of any action or omission or default or negligence of the Customer or of any servant or agent of the Customer or any other person under his control except to the extent that it can be shown that any such loss, damage or injury or death was caused by the negligence of the Council or any servant of the Council.
13. The Council will not be held liable for any damage arising from the weight of the tanker vehicle.
14. The Council will not be held liable for any spillages or blockages and will not be responsible for cleaning up spillages or waste materials caused by blockages or over full tanks.
15. The Council reserves the right to amend the Standard Terms and Conditions and Charges for the collection of sewage subject to one month's notice in writing to the Customer.
16. The Council reserves the right to alter, amend or withdraw the sewage collection service provided under these Terms and Conditions if the Customer fails to meet any of its obligations, or for such other reasons as the Council may, at its absolute discretion, decide.
17. If you no longer require this service please notify us: email bsu@bromsgroveandredditch.gov.uk or call 01527 881188.
18. This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided on this form for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes. Any information that you provide on this form may be shared within Bromsgrove District Council, with the Police or any other law enforcing authority, subject to the provisions of the Data Protection Legislation.